



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

Dated as of: June 3, 2002 at 7:30 AM

Reference: ESC NO. 23823175

Order No.: 21057541 - X59

CHICAGO TITLE COMPANY hereby reports that it prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception in Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in the attached list. Copies of the Policy forms are available upon request.

Please read the exceptions shown or referred to in Schedule B and the exceptions and exclusions set forth in the attached list of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

THIS REPORT (AND ANY SUPPLEMENTS OR AMENDMENTS HERETO) IS ISSUED SOLELY FOR THE PURPOSE OF FACILITATING THE ISSUANCE OF A POLICY OF TITLE INSURANCE AND NO LIABILITY IS ASSUMED HEREBY. IF IT IS DESIRED THAT LIABILITY BE ASSUMED PRIOR TO THE ISSUANCE OF A POLICY OF TITLE INSURANCE, A BINDER OR COMMITMENT SHOULD BE REQUESTED.

The form of policy of title insurance contemplated by this report is:

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY

Title Department:

CHICAGO TITLE COMPANY

700 S. FLOWER ST. #900
LOS ANGELES, CA 90017
(213)488-4300 fax:

CLARK MCKINNON
X59

File: Harbor Gateway
Center

Title Report, Lot 3

Troct 52072
(Parcel #C#)

SCHEDULE A

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

2. Title to said estate or interest at the date hereof is vested in:

BOEING REALTY CORPORATION, (FORMERLY McDONNELL DOUGLAS REALTY COMPANY), A
CALIFORNIA CORPORATION

3. The land referred to in this report is situated in the State of California, County of LOS ANGELES
and is described as follows:

LOT 3 OF TRACT NO. 52172, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1262 PAGES 59 TO 62
INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SCHEDULE B

Page 1

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the policy form designated on the face page of this Report would be as follows:

- A 1. PROPERTY TAXES, INCLUDING ANY ASSESSMENTS COLLECTED WITH TAXES, TO BE LEVIED FOR THE FISCAL YEAR 2002-2003 THAT ARE A LIEN NOT YET DUE.
- B 2. PROPERTY TAXES FOR THE FISCAL YEAR SHOWN BELOW ARE PAID. FOR INFORMATION PURPOSES THE AMOUNTS ARE:

FISCAL YEAR: 2001-2002
1ST INSTALLMENT: \$187,219.14
2ND INSTALLMENT: \$187,219.13
EXEMPTION: \$-NONE-
CODE AREA: 0000309
ASSESSMENT NO: 7351-003-021

AFFECTS: THIS AND OTHER PROPERTY.

- D 3. THE LIEN OF SUPPLEMENTAL OR ESCAPED ASSESSMENTS OF PROPERTY TAXES, IF ANY, MADE PURSUANT TO THE PROVISIONS OF PART 0.5, CHAPTER 3.5 OR PART 2, CHAPTER 3, ARTICLES 3 AND 4 RESPECTIVELY (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA AS A RESULT OF THE TRANSFER OF TITLE TO THE VESTEE NAMED IN SCHEDULE A; OR AS A RESULT OF CHANGES IN OWNERSHIP OR NEW CONSTRUCTION OCCURRING PRIOR TO DATE OF POLICY.
- E 4. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: BOEING REALTY CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: AUGUST 6, 1998 AS INSTRUMENT NO. 98-1375300

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- F 5. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: BOEING REALTY CORPORATION
IN FAVOR OF: THE CITY OF LOS ANGELES
RECORDED: NOVEMBER 19, 1998 AS INSTRUMENT NO. 98-2124227

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- G 6. A DOCUMENT ENTITLED "AGREEMENT", DATED NOVEMBER 18, 1998 EXECUTED BY COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, A BODY CORPORATE

SCHEDULE B
(continued)

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

AND POLITIC AND BOEING REALTY CORPORATION, A CALIFORNIA CORPORATION, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 28, 1998 AS INSTRUMENT NO. 98-2340918.

H AMONG OTHER THINGS, SAID DOCUMENT PROVIDES:

WHEREAS, DISTRICT OWNS, OPERATES AND MAINTAINS A SEWER FACILITY IN THE CITY OF LOS ANGELES IDENTIFIED AS 203RD STREET TRUNK SEWER, HEREINAFTER REFERRED TO AS EXISTING SEWER; AND

WHEREAS, EXISTING SEWER IS IN PART LOCATED ON PROPERTY OWNED BY DEVELOPER, PURSUANT TO AN EASEMENT DEED; AND

WHEREAS, DEVELOPER PROPOSES TO DEMOLISH EXISTING INDUSTRIAL IMPROVEMENTS ON THE PROPERTY AND SUBDIVIDE IT FOR SALE AS SMALLER VACANT INDUSTRIAL AND COMMERCIAL LOTS ("DEVELOPMENT"), AND

WHEREAS, DEVELOPER PROPOSES TO ABANDON AND RELOCATE A PORTION OF THE EXISTING SEWER TO ACCOMMODATE THE DEVELOPMENT; AND

WHEREAS, SUCH ABANDONMENT AND RELOCATION SHALL BE EFFECTUATED BY CONSTRUCTION OF A NEW 21 INCH DIAMETER SEWER APPROXIMATELY 2,550 FEET IN LENGTH AND APPROPRIATE CLOSURE OF THE ABANDONED SEWER TO BE DESCRIBED AND LOCATED IN ACCORDANCE WITH THE ENGINEERING PLANS AND SPECIFICATION SET FORTH IN DRAWING NO. 5-P-111 AND THE GENERAL LOCATION INDICATED IN EXHIBIT "A" ATTACHED THERETO.

I 7. A DOCUMENT ENTITLED "DECLARATION OF RESTRICTIVE COVENANTS", DATED DECEMBER 28, 1998 EXECUTED BY BOEING REALTY CORPORATION, A CALIFORNIA CORPORATION FORMERLY KNOWN AS MCDONNELL DOUGLAS REALTY COMPANY, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 30, 1998 AS INSTRUMENT NO. 98-2372365.

J SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

K REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

L 8. A DOCUMENT ENTITLED "DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS", DATED DECEMBER 28, 1998 EXECUTED BY BOEING REALTY CORPORATION, A CALIFORNIA CORPORATION KNOWN AS MCDONNELL DOUGLAS REALTY COMPANY, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 30, 1998 AS INSTRUMENT NO. 98-2372366.

M SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.

N REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

SCHEDULE B
(continued)

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

- o 9. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: BOEING REALTY CORP.
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: FEBRUARY 2, 1999 AS INSTRUMENT NO. 99-0169553

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

- P 10. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING THEREFROM ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, IF ANY, UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS) AS SET FORTH IN THE DOCUMENT.

RECORDED: AUGUST 6, 1999 AS INSTRUMENT NO. 99-1483487

- Q SAID COVENANTS, CONDITIONS AND RESTRICTIONS PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT THE LIEN OF ANY MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE.
- R SAID INSTRUMENT ALSO PROVIDES FOR THE LEVY OF ASSESSMENTS, THE LIEN OF WHICH IS STATED TO BE SUBORDINATE TO THE LIEN OF CERTAIN MORTGAGES OR DEEDS OF TRUST MADE IN GOOD FAITH AND FOR VALUE.
- S A DOCUMENT ENTITLED "FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARBOR GATEWAY CENTER, INDUSTRIAL TRACT PARCEL", DATED DECEMBER 6, 1999 EXECUTED BY BOEING REALTY CORPORATION, A CALIFORNIA CORPORATION, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 10, 1999 AS INSTRUMENT NO. 99-2285253.
- T A DOCUMENT ENTITLED "SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARBOR GATEWAY CENTER, INDUSTRIAL TRACT PARCEL", DATED DECEMBER 6, 1999 EXECUTED BY HARBORGATE PROPERTY OWNERS ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 10, 1999 AS INSTRUMENT NO. 99-2285254.
- U A DOCUMENT ENTITLED "ASSIGNMENT AND ASSUMPTION AGREEMENT" DATED DECEMBER 6, 1999 EXECUTED BY BOEING REALTY CORPORATION, A CALIFORNIA CORPORATION AND HARBORGATE PROPERTY OWNERS ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED DECEMBER 10, 1999 AS INSTRUMENT NO. 99-2285255.

SCHEDULE B
(continued)

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

AG NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING: IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

- V 11. AN EASEMENT OR OTHER RIGHTS FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SET FORTH IN THE DOCUMENT ABOVE MENTIONED.

FOR: THOSE CERTAIN USES AND RIGHTS AS DEFINED THEREIN.
AFFECTS: AS DESCRIBED THEREIN.

- W 12. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: BOEING REALTY CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: JUNE 5, 2001 AS INSTRUMENT NO. 01-0973770, OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AFFECTS: THIS AND OTHER PROPERTY.

- r 13. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: BOEING REALTY CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: JUNE 5, 2001 AS INSTRUMENT NO. 01-0973771, OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AFFECTS: THIS AND OTHER PROPERTY.

- AA 14. A COVENANT AND AGREEMENT UPON AND SUBJECT TO THE TERMS AND CONDITIONS THEREIN

EXECUTED BY: BOEING REALTY CORPORATION
IN FAVOR OF: CITY OF LOS ANGELES
RECORDED: JUNE 5, 2001 AS INSTRUMENT NO. 01-0973772, OFFICIAL RECORDS

SCHEDULE B
(continued)

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

AFFECTS: THIS AND OTHER PROPERTY.

- AC 15. AN EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SHOWN OR AS OFFERED FOR DEDICATION ON THE RECORDED MAP SHOWN BELOW.

MAP OF: TRACT NO. 52172 IN BOOK 1262 PAGES 59 TO 62 OF MAPS
EASEMENT
PURPOSE: SEWER
AFFECTS: A STRIP OF LAND 10 FEET IN WIDTH DESIGNATED AND
DELINEATED UPON SAID MAP

IN FAVOR OF: THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION

AFFECTS: SAID LAND.

- AF 16. ANY CLAIM, WHICH ARISES OUT OF THE TRANSACTION VESTING IN THE INSURED THE ESTATE OR INTEREST INSURED BY THIS POLICY, BY REASON OF THE OPERATION OF FEDERAL BANKRUPTCY, STATE INSOLVENCY, OR SIMILAR CREDITORS' RIGHTS LAWS, THAT IS BASED ON:
- (i) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A FRAUDULENT CONVEYANCE OR FRAUDULENT TRANSFER; OR
 - (ii) THE TRANSACTION CREATING THE ESTATE OR INTEREST INSURED BY THIS POLICY BEING DEEMED A PREFERENTIAL TRANSFER EXCEPT WHERE THE PREFERENTIAL TRANSFER RESULTS FROM THE FAILURE:
 - (A) TO TIMELY RECORD THE INSTRUMENT OF TRANSFER; OR
 - (B) OF SUCH RECORDATION TO IMPART NOTICE TO A PURCHASER FOR VALUE OR A JUDGMENT OR LIEN CREDITOR.

AF END OF SCHEDULE B

AH NOTE NO. 1: THERE ARE NO CONVEYANCES AFFECTING SAID LAND, RECORDED WITHIN SIX (6) MONTHS OF THE DATE OF THIS REPORT.

AI NOTE NO. 2: WHEN THIS TITLE ORDER CLOSES AND IF CHICAGO TITLE IS HANDLING LOAN PROCEEDS THROUGH SUB-ESCROW, ALL TITLE CHARGES AND EXPENSES NORMALLY BILLED, WILL BE DEDUCTED FROM THOSE LOAN PROCEEDS (TITLE CHARGES AND EXPENSES WOULD INCLUDE TITLE PREMIUMS, ANY TAX OR BOND ADVANCES, DOCUMENTARY TRANSFER TAX AND RECORDING FEES, ETC.).

SCHEDULE B
(continued)

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

AJ

NOTE NO. 3: IF THIS COMPANY IS REQUESTED TO DISBURSE FUNDS IN CONNECTION WITH THIS TRANSACTION, CHAPTER 598, STATUTES OF 1989 MANDATES HOLD PERIODS FOR CHECKS DEPOSITED TO ESCROW OR SUB-ESCROW ACCOUNTS. THE MANDATORY HOLD PERIOD FOR CASHIER'S CHECKS, CERTIFIED CHECKS AND TELLER'S CHECKS IS ONE BUSINESS DAY AFTER THE DAY DEPOSITED. OTHER CHECKS REQUIRE A HOLD PERIOD OF FROM TWO TO FIVE BUSINESS DAYS AFTER THE DAY DEPOSITED. IN THE EVENT THAT THE PARTIES TO THE CONTEMPLATED TRANSACTION WISH TO RECORD PRIOR TO THE TIME THAT THE FUNDS ARE AVAILABLE FOR DISBURSEMENT (AND SUBJECT TO COMPANY APPROVAL), THE COMPANY WILL REQUIRE THE PRIOR WRITTEN CONSENT OF THE PARTIES. UPON REQUEST, A FORM ACCEPTABLE TO THE COMPANY AUTHORIZING SAID EARLY RECORDING MAY BE PROVIDED TO ESCROW FOR EXECUTION.

WIRE TRANSFERS

THERE IS NO MANDATED HOLD PERIOD FOR FUNDS DEPOSITED BY CONFIRMED WIRE TRANSFER. THE COMPANY MAY DISBURSE SUCH FUNDS THE SAME DAY.

CHICAGO TITLE WILL DISBURSE BY WIRE (WIRE-OUT) ONLY COLLECTED FUNDS OR FUNDS RECEIVED BY CONFIRMED WIRE (WIRE-IN). THE FEE FOR EACH WIRE-OUT IS \$25.00. THE COMPANY'S WIRE-IN INSTRUCTIONS ARE:

WIRE-IN INSTRUCTIONS FOR BANK OF AMERICA:

BANK: BANK OF AMERICA
1850 GATEWAY BLVD.
CONCORD, CA 94520

BANK ABA: 121000358

ACCOUNT NAME: CHICAGO TITLE COMPANY
BROADWAY PLAZA OFFICE

ACCOUNT NO.: 12351-50737

FOR CREDIT TO: CHICAGO TITLE COMPANY
700 SOUTH FLOWER, SUITE 900
LOS ANGELES, CA 90017

FURTHER CREDIT TO: ORDER NO.: 021057541

AK

NOTE NO. 4: BEFORE ISSUING ITS POLICY OF TITLE INSURANCE, THIS COMPANY WILL REQUIRE EVIDENCE, SATISFACTORY TO THE COMPANY, THAT **BOEING REALTY CORPORATION** IS VALIDLY FORMED AND IN GOOD STANDING ON THE DATE WHEN DOCUMENTS IN THIS TRANSACTION ARE TO BE EXECUTED.

ANY INSTRUMENT IN WRITING IN THE NAME OF THE CORPORATION WILL BE SUFFICIENT

SCHEDULE B
(continued)

Order No: 21057541 X59

Your Ref: ESC NO. 23823175

FOR TITLE INSURANCE PURPOSES IF, PURSUANT TO SECTION 5212 OF THE CALIFORNIA CORPORATIONS CODE, IT IS SIGNED AND ACKNOWLEDGED BY ANY ONE OF THE FOLLOWING OFFICERS:

- THE CHAIRMAN OF THE BOARD OF DIRECTORS,
- THE PRESIDENT,
- ANY VICE PRESIDENT

AND PROVIDED IT IS ALSO SIGNED BY ANY ONE OF THE FOLLOWING ADDITIONAL OFFICERS:

- THE SECRETARY,
- ANY ASSISTANT SECRETARY,
- CHIEF FINANCIAL OFFICER,
- ASSISTANT TREASURER.

ANY DEVIATION FROM THE ABOVE WILL REQUIRE THE SUBMISSION TO THIS COMPANY OF A RESOLUTION OF THE GOVERNING BODY OF SAID CORPORATION AUTHORIZING THE TRANSACTION FOR WHICH THIS REPORT HAS BEEN REQUESTED, TOGETHER WITH A COPY OF SUCH CORPORATION'S BY-LAWS. THE RESOLUTION TO DESIGNATE AS WELL, THE OFFICERS AUTHORIZED TO EXECUTE ON THE CORPORATION'S BEHALF.

PLATS
CM/RL

CHICAGO TITLE INSURANCE COMPANY
Fidelity National Financial Group of Companies' Privacy Statement
July 1, 2001

We recognize and respect the privacy expectation of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- * From applications or other forms we receive from you or your authorized representative;
- * From your transactions with, or from the services being performed by, us, our affiliates, or others;
- * From our internet web sites;
- * From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- * From consumer or other reporting agencies.

Our Policies Regarding The Protection Of The Confidentiality And Security Of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We may also disclose your Personal Information:

- * to agents, brokers or representatives to provide you with services you have requested;
- * to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- * to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right To Access Your Personal Information And Ability To Correct Errors Or Request Change Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
4050 Calle Real, Suite 220
Santa Barbara, CA 93110

Multiple Products or Services:

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

CLTA PRELIMINARY REPORT FORM

Exhibit A (Revised 01/04/02)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY -1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

5. Any claim which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY -1990

(Continued)

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART 1

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land which or which may be asserted by persons in thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (6/2/96)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10/17/98)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning
 - a. building
 - b. zoning
 - c. Land use
 - d. improvements on the Land
 - e. Land division
 - f. environmental protection

This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.

This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless
 - a. notice of exercising the right appears in the public records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7,8,d, 22, 23, 24 or 25.
5. Failure to pay value for YOUR Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule 8, you are not insured against loss, costs attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or governmental regulation.

This includes building and zoning ordinances and also laws and regulations concerning:

land use
improvements on the land
land division
environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 d Covered Title Risks.

2. The right to take the land by condemning it, unless:

a notice of exercising the right appears in the public records on the Policy Date
the taking happens prior to the Policy Date and is binding on you if you bought the land without
knowing of the taking

3. Title Risks:

that are created, allowed, or agreed to by you
that are known to you, but not to us, on the Policy Date - unless they appear in the public
records
that result in no loss to you
that first affect your title after the Policy Date - this does not limit the labor and material lien
coverage in item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE**

and

**AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness to comply with applicable doing business laws of the state in which the land is situated
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

**AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE**

and

**AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT-FORM 1 COVERAGE**

(CONTINUED)

6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices, of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (ii) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

(Continued)

6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) the time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

AMERICAN LAND TILLE ASSOCIATION OWNER'S POLICY (10-17-92)

and

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged affecting the land has been recorded in the public records at Date of Policy.
2. (b) Any governmental police power not excluded by (a) above, except to the extent notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be bidding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)

and

AMERICAN LAND TITLE ASSOCIATION LEASEHOLD OWNER'S POLICY (10-17-92)

(Continued)

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Instructions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

SCALE: 1"=100'

SHEET 4 OF 4

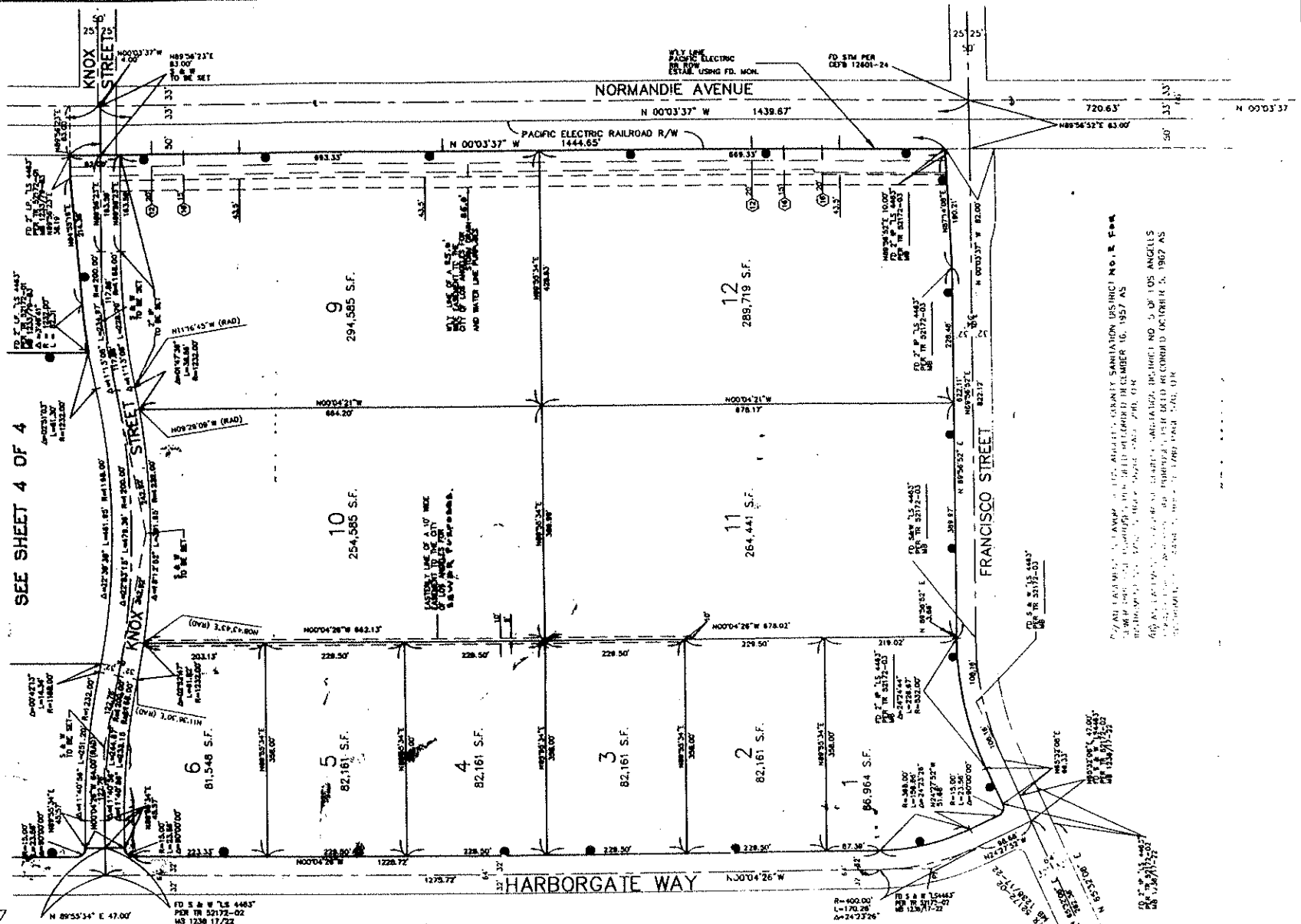
LEGEND:

INDICATES THE BOUNDARY
OF THE LAND BEING
SUBDIVIDED BY THIS MAP.

TRACT NO. 52172

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA

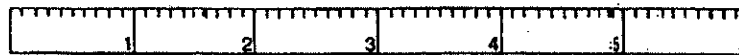
SEE SHEET 4 OF 4

[illegible]

Chicago Title Ins. Co.

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any loss occurring by reason of reliance thereon."

1-800-345-7334



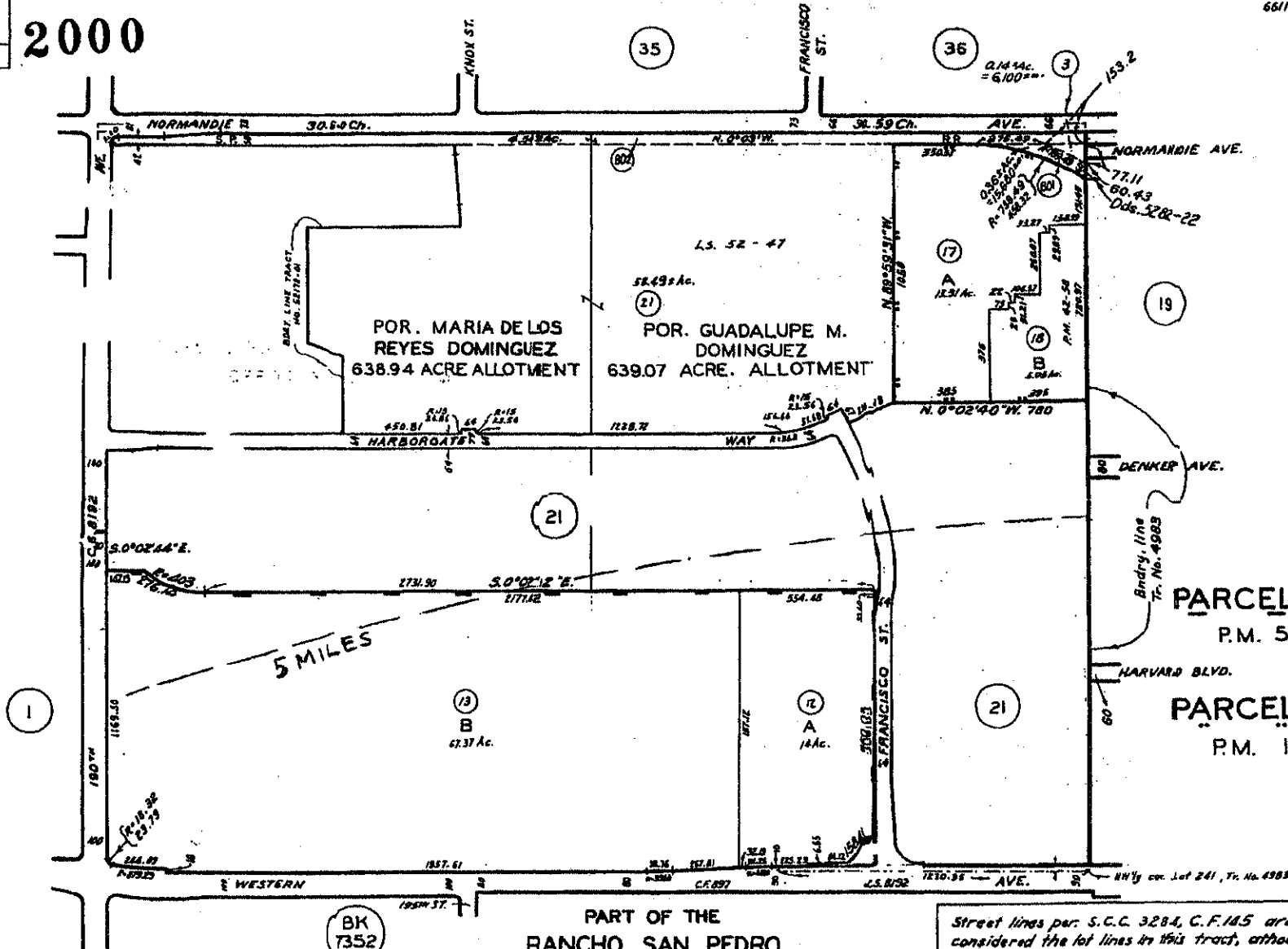
SCALE IN 1/10 OF AN INCH

7351 3
ALE 1" = 400'

2000

661115

Revised
11-24-89
4-25-90
67026809
69032111
690421106
7006001606
710927110
732128501
762302843
760817301
844512129
860923405-87
88081101004002
8901230800101-79
1999070305002001-29
1999070805002001-29



PARCEL MAP
P.M. 56-51

PARCEL MAP
P.M. 16-43

CODE
309

BK
7352

PART OF THE
RANCHO SAN PEDRO
WHICH WAS ALLOTTED TO MANUEL DOMINGUEZ

S.C.C. 3284
C.F. 145

Street lines per S.C.C. 3284, C.F. 145 are considered the lot lines in this tract, although the division of some lots are measured from the center line of streets.

SEP 20 1989

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

FOR PREV. ASSMT. SEE: 7351-3

BOE-C6-0111492